



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Broward College exercised the authority delegated by the Board to accept the amendment to increase fiscal authority and renewal of a non-standard agreement with Footage Firm, Inc. d/b/a Storyblocks to provide students and faculty legal access to copyrighted materials by utilizing the bid waiver (informational technology) for FY2024-2025. Fiscal Impact: Estimated \$7,500.00 (Cumulative \$15,000.00)**

**Presenter(s):** Jeffrey Guild, Vice Provost, Academic Affairs

**What is the purpose of this contract and why is it needed?** This contract with Storyblocks (Footage Film, Inc.) will provide Film Program students with subscription service to media libraries legally available for student use. 291 Film students use this media to complete their post-production editing courses. These films are meant to be edited and provide valuable post-production experience in an academic environment.

**What procurement process or bid waiver was used and why?** The College used the bid waiver exemption provided for the information technology resources in accordance with FLDOE Rule 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the exception to the requirement to solicit competitive offers.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?** Yes.

**What fund, cost center and line item(s) were used?** FD101, CC0558, 64500:Other Services.

**Has Broward College used this vendor before for these products or services?** Yes.

**Was the product or service acceptable in the past?** Yes.

**Was there a return on investment anticipated when entering this contract?** Storyblocks service provides all students in the program with media access needed for the completion of projects and assignments.

**Was that return on investment not met, met, or exceeded and how?** The return on investment was met. This subscription provides all students in this program with the experience of using stock footage, music, videos and other texts that they will expect to find on the job after they graduate. Using these effectively is a job skill that is valued by employers. Use of stock footage, music, graphics and other elements provided by this service is standard for the film and video industry. In alignment with industry standards, most film or video production companies have a contract with a service provider like Storyblocks to obtain the elements listed above for the films/videos they create.

**What specific goal of the Strategic Plan is advanced through this action?** Students learn critical skills in editing, allowing them progression in their field of study and ultimately gainful employment.



## EXECUTIVE SUMMARY

**Broward College Board of Trustees authorized the agreement with Footage Firm Inc. (Storyblocks) to grant students and faculty legal access to copyrighted materials. Fiscal Impact: Estimated \$2,500.00**

**Presenter(s):** Scott Miller, Dean, Academic Pathway Arts, Humanities & Design

**Purpose:** Subscription service that provides media that students can use in their projects.

**Return on Taxpayer or Student Investment:** This subscription provides all students in this program with the experience of using stock footage, music, videos and other texts that they will expect to find on the job after they graduate. Using these effectively is a job skill that is valued by employers. Use of stock footage, music, graphics and other elements provided by this service is standard for the film and video industry. In alignment with industry standards, most film or video production companies have a contract with a service provider like Storyblocks to obtain the elements listed above for the films/videos they create. This license replicates this demand of employers.

**How does this impact student success:** Students learn critical skills in editing, allowing them progression in their field of study and ultimately gainful employment.

**What specific goal of the Strategic Plan is advanced through this action:** Succeed

**Small Business Firm (Yes, No, N/A):** N/A

**Broward Firm (Yes, No, N/A):** No

### FISCAL IMPACT:

Description: Estimated \$2,500.00 - CC0558 Film Production - FD101

08/09/22	CC0558 · Film Production	(\$2,500.00)
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**Jeffrey Nasse**  
Jeffrey Nasse, Provost and SVP of Academic Affairs

7/11/2022

**John Dunnuck**  
John Dunnuck, Senior Vice President, Finance and Operations

7/14/2022



## Storyblocks Enterprise Royalty Free License Agreement

This License Agreement (the “**Agreement**”) is entered into as of July 2nd, 2022 (the “**Effective Date**”) between The District Board of Trustees of Broward College, Florida (“**you**” or “**company**”) and Footage Firm, Inc. (“**Storyblocks**” or “**we**”).

### Unlimited Member Libraries

Features	Enterprise Solutions
Storyblocks Video Unlimited Library: Full access to unlimited download library  Storyblocks Image Unlimited Library: Full access to unlimited download library  Storyblocks Audio Unlimited Library: Full access to unlimited download library  Storyblocks Maker	Included
User Licenses	Unlimited (Licenses/Logins Limited to the Film Production Technology department)
Email and phone support	Included
Dedicated Account Manager with priority support	Included
Duration / Effective Date	07/02/2022 – 07/01/2025
2022 Standard Price	\$9,000*
2022 Renewal Price	\$2,500
2023 Renewal Price	\$5,000
2024 Renewal Price	\$7,500

\*+VAT where applicable

### Payment Schedule:

- Annual subscription payment due net-30 days from the invoice date. An invoice for the total price will be issued on the effective dates of this agreement. Each year, an invoice will be sent on 7/02. Due to the unlimited and perpetual nature of our business we have a strict no cancellation policy and all invoices must be paid in order to maintain this licensing agreement. Should there be a default in payment per the price and payment schedules, any content downloaded during the term of this agreement would not be licensed or guaranteed by Storyblocks.

BY SIGNING THIS AGREEMENT, COMPANY HEREBY ACCEPTS THE TERMS OF THIS AGREEMENT AND THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE.

**Storyblocks**

Storyblocks:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:

*Jordan Chasnoff*

D3D1AA1C70D94A4

Jordan Chasnoff

CRO

8/17/2022

The District Board of Trustees of Broward College, Florida:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DocuSigned by:

*Jeffrey Nasse*

CE71DBD3F9B8460...

Jeffrey Nasse

Provost &amp; SVP Academic Affairs

8/10/2022

## **Storyblocks Enterprise Royalty-Free License Agreement**

**A. Your Rights.** We, Footage Firm, Inc., the owner of storyblocks.com, videoblocks.com, graphicstock.com, and audioblocks.com, grant you a perpetual, worldwide right to incorporate the Stock Files you obtain from us into any work you create.

For any Stock Files you obtain from us, you may incorporate them into any project, commercial or otherwise, including feature films, broadcast, educational, print, multimedia, games, merchandise, and the internet.

Once you incorporate a Stock File into your project, you can share your finished project freely, but you may not share the underlying individual Stock File as a standalone file with anyone who does not also have an appropriate Storyblocks Enterprise (user) license. (That said, if you are working on a project and need to show someone else, such as a client, one of our files for the sole purpose of getting their input on whether to incorporate the file into your project, that is perfectly fine. But they cannot use the stock file themselves for any other purpose unless they get their own license.) You also agree to use your best efforts to avoid letting the Stock File be accessible to others as a standalone file, but since that's not always possible, your inability to prevent copying will not be considered a breach of this License.

Our Stock Files may include videos, photos, graphics, audio, fonts, templates, and more. This License covers all Stock Files obtained from our platform. Keep in mind that this License is limited in certain ways, as explained below, and it is neither exclusive to you nor transferrable to others.

**B. Our Guarantee.** We promise that if you use our Stock Files as described in this License, your use will not infringe on the rights (such as copyrights) of a third party.

We also put our money where our mouth is. In fact, we will provide you up to \$1,000,000 in indemnification if you incur any direct damages due to our breach of this promise. This is known as our Limited Warranty. Because this is a big number, we need to make a few things clear. **In no event, including negligence, will we be liable to you or any third party for incidental, indirect, or consequential damages of any kind. Our maximum aggregate liability for all breaches of the Limited Warranty will be limited to the lesser of \$1,000,000 and the actual, direct damages you incur directly arising from the breach. We make no other warranties of any kind about our files or services beyond the Limited Warranty.**

Note that trademarks, logos, or copyrights depicted *within* our Stock Files are not covered by this guarantee. For example, if one of our videos depicts someone holding a brand-name beverage, the beverage label may be protected by copyright and trademark law and should be used at your own risk. (We wouldn't want you to think that this License lets you reprint Coca-Cola cans.)

**C. Basic Limitations.** Ensuring fairness for all of our artists and other customers is a top priority. Here is how we protect them.

1. You cannot sell, license, or redistribute our Stock Files, nor can you build your own stock media site with our files. You cannot create a trademark or logo based on our Stock Files, since that could block other customers from using the Stock Files. Finally, you cannot use Stock Files to harm minors, to encourage violence, or for an unlawful purpose, such as defamation.
2. Our library offers an unlimited download model, and because of this, we want to make sure people are not abusing the membership to stockpile large numbers of clips without intending to actually use them in upcoming projects. For this reason, you cannot use automation, such as computer scripts, to download or "scrape" high volumes of Stock Files, nor can you do so manually if your intent is simply to stockpile content. (People often ask what we mean by "high volumes" of clips. Although this is a case-by-case determination, as a rule of thumb, it is perfectly fine to download a few dozen of our most beautiful clips that you think might be useful in the future. By contrast, downloading 500 files at once without intending to use them anytime soon would qualify as abuse.)
3. For Stock Files with identifiable people or property, we will clearly mark whether the Stock File is "model released" or "property released" or both on the clip description pages. We guarantee that such content will not infringe on the rights of an individual (for model-released content) or property (for property-released content). If content depicts identifiable people or property and does not have the appropriate release, you may still use the content, but you must satisfy yourself that all necessary releases are provided for your intended use. For example, content used for "editorial" purposes generally does not require a release.



Also, for model-released Stock Files, you must not depict the models in a way that a reasonable person would find offensive. Just to be clear, the issue is whether your depiction of the models is offensive, not whether your project as a whole may be offensive. For example, you could use Stock Files with models in a documentary about a rare and embarrassing medical condition, but you should not depict the models in a way that suggests they *personally* carry the condition, unless our clip already depicts them that way. (Our models do not want to be portrayed as scum or scallywags.)

4. This License allows you to use our audio clips in YouTube videos, but since we are not associated with YouTube or similar platforms, we cannot prevent other people from incorrectly claiming that your video violates a copyright. If you get such a claim, let us know, and we will walk you through the steps to help you resolve the problem. Still, platforms like YouTube could block your content for reasons beyond our control.

**D. Multi-Seat Licensing. Our Enterprise License is written for and indemnifies you and your entity or company.**

The license provided under this Agreement provides access to stock files and all the warranties and guarantees specified in this license to all authorized "Users" and the entity or company that they work for. User licenses / seats are limited to the number of licenses / seats specified above. All "Users" must have a unique login that is identified by first name, last name, and corresponding email address. If we have reasons to believe more than one person using the login this will be considered a breach of the terms of this agreement. If you or your company require additional user licenses or if you have a question about authorized users; contact our Enterprise Team at [enterprise@storyblocks.com](mailto:enterprise@storyblocks.com).

**E. Other Legal Provisions. Here are a few remaining legal notes we need to tell you about.**

1. You will make commercially reasonable efforts to credit Storyblocks as the provider of content: "*Footage provided by Storyblocks*". Storyblocks may publicly refer to you, orally or in writing, as a customer of Storyblocks.
2. This Agreement will be governed by the laws of the State of Florida.. If any provision of this Agreement is found invalid, the other provisions will not be affected. You must be of legal age to enter this Agreement.
3. On our website, we may offer plans that modify this agreement in certain ways, such as providing additional seats or indemnification. Except for those plan-specific terms, this agreement still applies.
4. Except for claims brought in small claims court, all disputes about this Agreement will be settled by arbitration pursuant to the rules of the American Arbitration Association ("AAA"), subject to the Federal Arbitration Act. The dispute may be arbitrated either by JAMS or AAA. You are thus **giving up your right to go to court** to assert or defend your rights **except** for matters that may be taken to small claims court. Your rights will be determined by a neutral arbitrator and **not** a judge or jury. You are entitled to a fair hearing, but the arbitration procedures are **simpler and more limited** than rules applicable in court. Arbitrator decisions are as enforceable as any court order and are subject to **very limited review by a court**.

**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

**1. Incorporation by Reference.** The District Board of Trustees of Broward College, Florida ("BC") and the undersigned ("Vendor") hereby incorporate this Supplemental Addendum–Software ("Addendum") into the agreement between BC and Vendor ("Agreement"). If this Addendum conflicts with the Agreement terms, this Addendum shall control.

**2. Payment.** Vendor shall submit bills for compensation for goods, services, and/or expenses in detail sufficient for a pre- and post-audit. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from BC will be approximately thirty (30) days from receipt of an undisputed invoice ~~acceptance of deliverables~~, and upon satisfaction of the BC conditions that are detailed herein. In lieu of all provisions in the Agreement pertaining to penalties for late payment, if BC does not issue payment within approximately thirty days of receipt of a proper invoice, BC shall pay Vendor an interest penalty from the date the invoice was due until it was paid at the rate established pursuant to Section 55.03(1), Florida Statutes, if the interest exceeds one dollar.

**3. Taxes.** BC is immune and/or exempt from the payment of taxes and shall not be responsible for the payment thereof. BC shall provide an appropriate exemption certificate.

**4. Travel Expenses.** If BC is reimbursing travel expenses, Section 112.061, Florida Statutes, applies to those reimbursements. In order to be reimbursed, travel expenses must be expressly stated in the Agreement or otherwise approved by an authorized BC official in writing in advance.

**5. Compliance with Laws.** Vendor represents, warrants and covenants as of the date of the Agreement and throughout the term of the Agreement that the software complies with all applicable legal requirements, including, but not limited to, the Americans with Disabilities Act and related regulations.

**6. Indemnification.** For value received, the Vendor shall indemnify and hold the BC, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Agreement. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

Intentionally inserted:

~~BC agrees to defend, indemnify, and hold Storyblocks and its parent, subsidiaries and affiliates and their respective officers, directors, and employees harmless from all damages, liabilities, and expenses (including attorneys' fees and costs), arising out of or as a result of claims by third parties relating to BC's and its Users' use of any Stock File, a Custom Work apart from any Stock Files within that are used as permitted herein, or any other breach by BC of this Agreement. BC warrants agrees that it will use best reasonable efforts to protect the Stock Files from improper usage by BC's Users. BC agree to maintain firewalls and other security measures to prevent the accidental or intentional theft, misappropriation, or unauthorized copying of any Stock Files.~~

Storyblocks agrees to defend, indemnify, and hold Customer and its parent, subsidiaries, and affiliates, and their respective officers, directors, and employees, harmless from all damages, liabilities and expenses (including attorneys' fees and costs), arising out of or as a result of third-party claims that any unaltered Stock File, exactly as downloaded from the Platform, infringe or misappropriate the copyright, patent and/or trade secret rights of such third party. If a third-party claim of infringement or misappropriation is made or appears possible, Customer agrees to permit Storyblocks, at Storyblocks' sole discretion, to (A) modify or replace the Stock File to make it non-infringing, or (B) obtain the right for Customer to continue use. This indemnification obligation will not apply: (i) to the extent that the



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alleged infringement or misappropriation arises from use of the Stock File within a Customer Work provided the Stock File as a standalone file separate from a Customer Work is not alleged to infringe; or (ii) to the extent the alleged infringement arises from a trademark, logo, or copyright depicted within a Stock File. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDY AND STORYBLOCKS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT A STOCK FILE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ABOVE, THE MAXIMUM AGGREGATE AMOUNT STORYBLOCKS SHALL BE OBLIGATED TO PAY PURSUANT TO THIS INDEMNIFICATION OBLIGATION IN SECTION IS THE LESSER OF \$1,000,000 AND CUSTOMER'S ACTUAL, DIRECT DAMAGES.

**7. Vendor Intellectual Property Indemnification.** Intentionally omitted.

**8. Announcements and Press Statements.** No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of BC, permission must be granted by its Vice President of Communications and Community Relations or that position's designee, and in the case of the other party, permission must be granted by its authorized representative or their designee.

**9. Relationship of the Parties.** Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other.

**10. Use of BC Information Not Allowed.** Pursuant to the Agreement, Vendor may access, maintain, collect, record, organize, structure, store, retrieve, adapt, alter, use, process or otherwise handle information owned or held by BC and may create information from or with such existing information owned or held by BC (collectively, the "BC Data"). Vendor shall not have the right to use BC Data (whatever the medium) except to perform its obligations under the Agreement. Without limitation of the foregoing, Vendor shall not give any third party access to BC Data without BC's written permission except as expressly authorized in the Agreement or this Addendum.

**11. BC Rights in Information.** BC retains all rights to, title to, and interest in BC Data, and Vendor's use and possession thereof is solely on BC's behalf. BC may access and copy any BC Data in Vendor's possession at any time, and Vendor shall facilitate such access and copying promptly after BC's request.

**12. Termination for Convenience.** BC may terminate the Agreement upon thirty (30) days' notice to Vendor, with no further obligation to Vendor other than to pay for any amounts owing prior to the effective date of termination. BC shall not be liable for any early termination charges and shall not be entitled to any refund of prepaid amounts.

**13. Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event funding is not approved for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions to the contrary. BC shall notify Vendor in writing after the adoption of the final budget for each subsequent fiscal year if funding is not approved.

**14. State of Florida Public Entity Contracting Prohibitions.** Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Agreement shall not be, ineligible for the award or continuation of this Agreement under Sections 287.133, 287.134 and 287.135, Florida Statutes. Vendor understands and accepts that this Agreement may be void, voidable or subject to immediate termination by BC if the representation, warranty and

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covenant set forth above is violated. BC, in the event of such termination, shall not incur any liability to Vendor for any work or materials furnished.

**15. Governing Law, Sovereign Immunity and Other Legal Matters.** The laws of the State of Florida shall govern all aspects of the Agreement without regard to any conflict-of-law principles. The exclusive venue of any legal actions arising out of the Agreement shall be Broward County, Florida. BC is entitled to the benefits of sovereign immunity, including but not limited to immunity from suit in federal court. Nothing in the Agreement shall act, or be construed, to increase or alter BC's liability for tort claims beyond the waiver of immunity limits set forth in Section 768.28, Florida Statutes. Any provisions in the Agreement requiring arbitration and/or mediation of matters arising out of or relating to the Agreement or altering the time to bring lawsuits or to make claims under the Agreement shall be of no force and effect and are hereby deleted. Any provisions resulting in the Agreement's causing a default under another agreement or otherwise triggering rights and responsibilities under another agreement between the parties shall be of no force and effect and are hereby deleted.

**16. Confidentiality Obligations.** Vendor shall comply with any and all applicable state and federal laws and BC policies and procedures governing the use and/or safekeeping of BC Data, including but not limited to the Family Educational Rights and Privacy Act, laws governing personally identifiable information, the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, the Federal Trade Commission's Red Flags Rule, and amendments thereto (collectively, "Privacy Laws"). If the Agreement involves Vendor's access to education records, Vendor is hereby designated a school official and will comply with all legal requirements applicable thereto. If the Agreement involves Vendor's access to, any protected health information, as that term is or may be defined by state or federal law, BC and Vendor shall enter into a separate business-associate agreement that shall govern the use of the protected health information.

In the event Vendor is required by subpoena, law, or other judicial or administrative process to disclose BC Confidential Information, Vendor shall (i) provide BC with prompt notice thereof to the extent legally permissible; (ii) consult with BC on taking steps to resist or narrow such disclosure; (iii) furnish only that portion of BC Confidential Information that is responsive to the request; (iv) comply with the requirements of all Privacy Laws; and (v) reasonably cooperate with BC in any attempt that BC may make to obtain an order or other reliable assurance that confidential treatment shall be accorded.

Upon termination of the Agreement or upon request by BC, Vendor shall promptly return or destroy all BC Confidential Information. This section shall not be subject to any limitations of liability provisions in the Agreement. Vendor agrees to include all such terms and conditions in this section in any subcontractor or agency contracts providing services on behalf of Vendor, provided this requirement is not intended to authorize any subcontracting or agency unless permitted hereby.

**17. Vendor's Confidential Information / Public Records Law.** BC is subject to the public records laws of Florida, including records retention requirements, and any provisions in the Agreement pertaining to confidentiality obligations on the part of BC are hereby deleted and shall be of no force and effect. Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon Vendor and Vendor shall bear all costs and fees related to the same.

If Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other Agreement requirements provided by law, Vendor must comply with public records laws, and shall:

- a. Keep and maintain public records required by BC to perform the service.



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- b. Upon request from the BC, provide the BC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to the BC.
- d. Upon completion of the Agreement, transfer, at no cost, to the BC all public records in possession of Vendor or keep and maintain public records required by the BC to perform the service. If Vendor transfers all public records to the BC upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BC, upon request from the BC's custodian of public records, in a format that is compatible with the information technology systems of the BC.
- e. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT BC AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, VENDOR ACKNOWLEDGES THAT BC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO VENDOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SECTION. VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON BC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

**18. Information Technology.** If Vendor has access to any of the College's technology platforms, or will be providing such infrastructure and/or related services to College, Vendor agrees to maintain network security that, at a minimum, includes but not limited to network firewall provisions, intrusion detection, and prevention, anti-malware, and other cybersecurity safeguards as well as conduct regular third-party penetration testing. Vendor further agrees: (a) to use at least those security standards that College applies to its own network; (b) to protect and maintain the security of College data with protection that is at least as good or better than that maintained by College, including maintaining secure environments that are patched and up-to-date with all appropriate security updates; (c) that all transmissions or exchanges of system application data with College and/or any other parties expressly designated by College shall take place via secure means that includes using encryption technology (e.g., HTTPS or FTPS); (d) that all College data will be stored, processed and maintained solely on designated target servers and that no College data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless medium is part of Vendor's designated backup and recovery process; (e) that any websites hosted by Vendor on behalf of College shall be on an encrypted domain in compliance with College's minimum security standards; (f) to store any College data as part of its designated backup and recovery process in encrypted form, using no less than 256 bit key; (g) that any portable or laptop computer that resides at any College facility, has access to an College network, or stores any non-public College data, is equipped with strong and secure password protection; (h) that all data exchanged by the parties shall be used expressly and solely for the purpose enumerated in the Agreement and shall not be distributed, repurposed or shaped across other applications, environments, or business units of Vendor, and that no College data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by College; and (i) that it shall comply with all applicable laws that

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require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification in accordance therewith, and in the event of a data breach of any Vendor's security obligations or other event requiring notification under applicable law, Vendor shall assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend College against any claims, damages, or other harm related to such notification event. Vendor shall be responsible for any issues related to software access or disruption of services caused by Vendor or Vendor's subcontractors/suppliers, including any third-party cloud service providers.

**19. Compliance with Export Control Regulations.** The Vendor acknowledges they must comply with export control laws, including the International Traffic in Arms Regulations (ITAR); the Export Administration Regulations (EAR); and the Office of Foreign Assets Control Regulations (OFAC). If Vendor provides export-controlled products, technology and/or software ("goods") to College, Vendor will provide College with a list of ECCNs (Export Control Classification Numbers) or the United States Munitions List (USML) Category Numbers, for such goods. This provision shall survive the expiration or earlier termination of the Agreement.

**20. PCI DSS.** If Vendor's provision of services involves the acceptance of funds on behalf of College or involve credit card services, Vendor shall be responsible for the security of all College customer cardholder data in its possession. Vendor represents and guarantees that for the life of the Agreement and/or while Vendor has involvement with College customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to College a proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) ) by the Payment Card Industry Security Standards Council.

**21. Deletion.** Any terms and/or conditions in the Agreement on the following subject matters are hereby deleted in their entirety and shall be of no force and effect: (i) grants of exclusivity by BC to Vendor; (ii) restrictions on the hiring of Vendor's employees; (iii) attorneys' or collection-fees provisions; (iv) automatic renewals or extensions of the term of the Agreement; and (v) unilateral modification of the Agreement or any supplemental terms/policies not expressly referenced in the Agreement and/or any Order Form comprising a part of the Agreement.

**By signing below, Vendor's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.**

**VENDOR:**

By:	<i>Josh Fine</i>
Name:	Josh Fine
Title:	SVP, Sales & CS

**BROWARD COLLEGE  
SUPPLEMENTAL ADDENDUM - SOFTWARE**

Date:	02-03-2025
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# Signature Certificate

Reference number: X6KZF-DHQPC-SMKIL-W5RDA

## Signer

## Timestamp

## Signature

**Josh Fine**

Email: josh.fine@videoblocks.com

Sent:

03 Feb 2025 21:23:29 UTC

Viewed:

03 Feb 2025 21:36:28 UTC

Signed:

03 Feb 2025 21:36:51 UTC

*Josh Fine*

## Recipient Verification:

✓ Email verified

03 Feb 2025 21:36:28 UTC

IP address: 100.0.165.61

Location: Marshfield, United States

Document completed by all parties on:

03 Feb 2025 21:36:51 UTC

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**Signed with PandaDoc**

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.







# INVOICE

INV8943

**Storyblocks**  
PO BOX 675401  
Detroit, MI 48267  
billing@storyblocks.com

Date: Jul 9, 2024

Bill To:  
**Broward College**  
3501 SW Davie Road  
Central Receiving,  
Bldg 23  
Davie, FL 33314

Ship To:  
3501 SW Davie Road  
Central Receiving,  
Bldg 23  
Davie, FL 33314

Payment Terms: AutoPay

Due Date: Aug 8, 2024

**Balance Due: \$7,500.00**

Item	Quantity	Rate	Amount
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<b>Subscriptions : Three Libraries</b>	1	\$7,500.00	\$7,500.00
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Total: \$7,500.00

Terms:

Incoming Wire and ACH Instructions:

Payee Name: Footage Firm, Inc.

Bank Name: Comerica Bank

Bank Address: 333 West Santa Clara Street (Branch #948) San Jose, CA 95113

Routing Number: 121137522

Account Number: 1894755352

SWIFT: MNBDUS33

Bill.com Payment Network ID: 0139242892091722

Please Remit Checks to:

Footage Firm, Inc.

PO BOX 675401

DETROIT, MI 48267

Invoice denominated in USD.

Footage Firm, Inc. (DBA Storyblocks) EIN 27-0159875